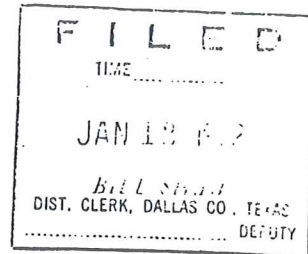


January 11, 1972



Mr. Harvey Lewis, Attorney
Merchant's State Bank Bldg.
Dallas, Texas

Re: No. 71-12361, Geneva White, Individually
as Independent Executrix of the Estate of
Roscoe A. White, Deceased, and as Next
Friend of Roscoe A. White, Jr. and Ricky
Don White, Minors, Plaintiff vs. Arrow
Chemical Corporation, Defendant

Dear Sir:

I have been to Mr. Lamar Holley's office and was surprised to learn that you told him you were still on the case against Arrow Chemical Company.

Mr. Lewis, you do not represent me in any matter any more and this is true from December 21, 1971.

I recognize that you represent Mr. Rasmussen, with whom I have a conflict; Fidelity and Casualty Company, with whom I may have a conflict; and Mr. Adair, with whom I have a conflict.

I recognize that I owe you for the probate of my deceased husband's will and some services prior to December 21, and ask you to send the bill to Mr. Holley's office.

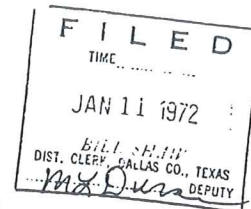
I am filing a new suit against Arrow Chemical so will ask the court to dismiss the present case.

I feel that your contingent fee contract is voidable because of the aforesaid conflict of interest.

Very truly yours,

Geneva White

CC: Clerk
14th District Court
Dallas County Courthouse
Dallas, Texas



CAUSE NUMBER 71-12361-A

GENEVA WHITE, INDIVIDUALLY AS INDEPENDENT EXECUTRIX OF THE ESTATE OF ROSCOE A. WHITE, DECEASED, AND AS NEXT FRIEND OF ROSCOE A. WHITE, JR., AND RICKY DON WHITE, MINORS, PLAINTIFFS

VS.

ARROW CHEMICAL CORPORATION, DEFENDANT

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

14TH JUDICIAL DISTRICT

DEFENDANT'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Arrow Chemical Corporation, Defendant in the above cause and files this its Original Answer respectfully showing to the Court as follows:

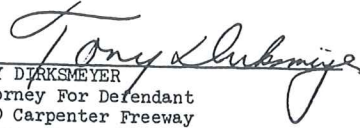
I.

Your Defendant denies each and every allegation contained in the Plaintiff's Petition and demands strict proof thereof by a preponderance of the evidence as required by law.

WHEREFORE, PREMISES CONSIDERED, Defendant prays that upon a final hearing hereof Plaintiff take nothing and Defendant go hence without costs plus such other relief to which it might be justly entitled in either law or equity.

Respectfully submitted

DIRKSMEYER AND WAGNER

BY 
TONY DIRKSMEYER
Attorney For Defendant
7700 Carpenter Freeway
Dallas, Texas 75247
Phone: 214/638-8830

A copy of this Answer has been mailed to J. Harvey Lewis, 104 Merchants State Bank Building, Dallas, Texas 75206 Attorney of Record for Plaintiff.

CAUSE NUMBER 71-12361-A

GENEVA WHITE, INDIVIDUALLY AS INDEPENDENT EXECUTRIX OF THE ESTATE OF ROSCOE A. WHITE, DECEASED, AND AS NEXT FRIEND OF ROSCOE A. WHITE, JR., AND RICKY DON WHITE, MINORS, PLAINTIFFS

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

VS.

ARROW CHEMICAL CORPORATION, DEFENDANT

14TH JUDICIAL DISTRICT

DIRECT QUESTIONS TO BE PROPOUNDED TO THE WITNESS

1. Please state your name.
2. By whom are you employed?
3. As part of your duties at the Dallas Fire Department do you maintain and have the care and custody of the Fire Inspection Records concerning inspections made by the Dallas Fire Department of various business establishments in Dallas, Texas?
4. Please check such records of the Dallas Fire Department and state whether or not the Dallas Fire Department has any records or reports made of fire inspections conducted at the premises of M & M Equipment Company located at 10625 Ferguson Road, Dallas, Texas for that period of time from January 1, 1965, through January 1, 1972.
5. Please state how many fire inspections of this particular premises the records show were made from January 1, 1965, through January 1, 1972.
6. Please list the dates that such fire inspections were made of the premises of M & M Equipment Company located at 10625 Ferguson Road, Dallas, Texas as shown by the records and reports of the Dallas Fire Department.
7. Please hand each and every record and report compiled by the Dallas Fire Department concerning each fire inspection made by the Dallas Fire Department between January 1, 1965, and January 1, 1972, concerning the premises of M & M Equipment Company, located at 10625 Ferguson Road, Dallas, Texas to the Court Reporter taking this deposition in order that she can have copies made of such records, and attach such copies to the deposition.

Respectfully submitted

WIRKSMEYER AND WAGNER

BY

Tony Dirksmeyer
TONY DIRKSMEYER
Attorney For Defendant
7700 Carpenter Freeway
Dallas, Texas 75247
Phone: 214/638-8830

FILED
FEB 8 AM 8:55
CLERK OF DISTRICT COURT
DALLAS COUNTY, TEXAS

FILED

FEB 8 8 35 AM '72

CAUSE NUMBER 71-12361-A

GENEVA WHITE, INDIVIDUALLY AS INDEPENDENT EXECUTRIX OF THE ESTATE OF ROSCOE A. WHITE, DECEASED, AND AS NEXT FRIEND OF ROSCOE A. WHITE, JR., AND RICKY DON WHITE, MINORS, PLAINTIFFS

IN THE DISTRICT COURT OF
DEPUTY CLERK
BILLY SHAW

DALLAS COUNTY, TEXAS

VS.

ARROW CHEMICAL CORPORATION, DEFENDANT

14TH JUDICIAL DISTRICT

NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS

TO: GENEVA WHITE, Individually and As Independent Executrix of the Estate of Roscoe A. White, Deceased, And as Next Friend of Roscoe A. White, Jr. and Ricky Don White, Minors, Plaintiffs by serving their attorney of record, J. HARVEY LEWIS, 104 Merchants State Bank Building, Ross Avenue & Henderson Streets, Dallas, Texas 75206.

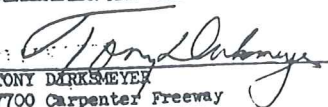
You will take notice that after ten (10) days from the service of a copy hereof with attached Questions, a deposition by written interrogatories will be taken of the custodian of the fire inspection records of the Dallas Fire Department, who can be located at 2111 Main, Dallas, Texas. The deposition by Written Questions will be taken before Helen Laidrich, a Court Reporter and Notary Public in and For Dallas County, Texas, whose address is Post Office Box 95, Irving, Texas 75060.

Such deposition with attached Questions may be used in evidence upon the trial of the above styled and numbered cause, pending in the above named Court.

Notice is further given that request is here made as authorized under Rule 201, Texas Rules of Civil Procedure, to the officer authorized to take this deposition to issue a Subpoena Duces Tecum and cause it to be served on the witness to produce the records and reports of the Dallas Fire Department concerning fire inspections and fire hazard inspections made by the Dallas Fire Department on the premises of M & M Equipment Company, located at 10625 Ferguson Road, Dallas, Texas from that period of time from January 1, 1965, through January 1, 1972, and to turn all such records and reports over to the officer authorized to take this deposition so that photographic reproductions of the same may be made and attached to said deposition.

Respectfully submitted

DIRKMEYER AND WAGNER

By 
TONY DIRKMEYER
7700 Carpenter Freeway
Dallas, Texas 75247
Phone: 214/638-8830

FILED

'72 FEB 16 AM 10:40

NO. 71-12361-A

GENEVA WHITE, INDIVIDUALLY AS
INDEPENDENT EXECUTRIX OF THE ESTATE
OF ROSCOE A. WHITE, DECEASED, AND
AS NEXT FRIEND OF ROSCOE A. WHITE,
JR., AND RICKY DON WHITE, MINORS,
Plaintiffs

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

VS.

ARROW CHEMICAL CORPORATION,
Defendant

14TH JUDICIAL DISTRICT

INTERVENTION OF FIDELITY AND CASUALTY COMPANY OF NEW YORK

TO THE HONORABLE JUDGE OF SAID COURT:

Fidelity and Casualty Company of New York, with leave of Court obtained, files this
Petition in Intervention against Arrow Chemical Corporation, and represents:

1. Intervenor adopts the allegations contained in paragraphs 1, 2, 3 and 4 of Plaintiff's
Original Petition filed herein by Geneva White, Individually and as Independent Executrix
of the Estate of Roscoe A. White, Deceased, and as Next Friend of Roscoe A. White, Jr.,
and Ricky Don White, Minors, Plaintiffs.

2. Intervenor alleges that the damages sustained by Plaintiffs in this proceeding aggregate
in excess of Intervenor's subrogated claim against the Defendant by reason of liability incurred
by Intervenor pursuant to its policy of Workmen's Compensation Insurance covering the deceased,
Roscoe A. White, whose death giving rise to such liability was caused by the acts of negligence
of the Defendant as alleged in Paragraph 4 of Plaintiff's Petition.

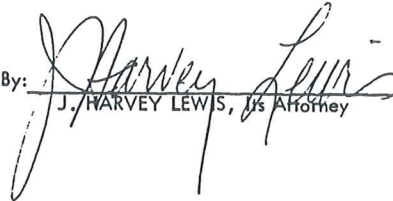
3. The extent of Intervenor's Workmen's Compensation liability arising out of the death
of Roscoe A. White proximately caused by the negligence of the Defendant as above alleged,
is not known at the time of this pleading, but at the present time exceeds the amount of
\$1,000.00, being the minimum jurisdictional amount of this Court, and will, in all probability,
ultimately exceed the amount of \$20,000.00.

INTERVENOR PRAYS that the Defendant, Arrow Chemical Corporation, be cited to answer
this Petition in Intervention and upon final hearing, Intervenor have judgment against Arrow

Chemical Corporation for the amount of its damages as shown at the time of trial, costs of suit, and such other and further relief to which Intervenor is entitled.

FIDELITY AND CASUALTY COMPANY OF
NEW YORK, Intervenor

By:


J. HARVEY LEWIS, its Attorney

J. HARVEY LEWIS
104 Merchants State Bank Bldg.
Ross Avenue @ Henderson Street
Dallas, Texas 75206
821-0113

FILED

'72 FEB 16 AM 10:40

NO. 71-12361-A

GENEVA WHITE, INDIVIDUALLY AS
INDEPENDENT EXECUTRIX OF THE ESTATE
OF ROSCOE A. WHITE, DECEASED, AND
AS NEXT FRIEND OF ROSCOE A. WHITE,
JR., AND RICKY DON WHITE, MINORS,
Plaintiffs

I IN THE DISTRICT COURT OF
I
I
I DALLAS COUNTY, TEXAS
I

VS.

ARROW CHEMICAL CORPORATION,
Defendant

I
I 14TH JUDICIAL DISTRICT

PETITION FOR LEAVE TO INTERVENE

Fidelity and Casualty Company of New York Petitions the Court for leave to file its
Petition in Intervention concerning its subrogated claim against the Defendant, Arrow
Chemical Corporation, attached herewith.

FIDELITY AND CASUALTY COMPANY
OF NEW YORK

By:

J. Harvey Lewis
J. HARVEY LEWIS, its Attorney

J. HARVEY LEWIS
104 Merchants State Bank Bldg.
Dallas, Texas 75206

A-17/134

ORDER GRANTING LEAVE TO INTERVENE

The above Petition for Leave to Intervene, filed by Fidelity and Casualty Company of
New York, having been presented to me and it appearing that the same should be granted,
it is:

ORDERED that Fidelity and Casualty Company of New York, be, and it is hereby
granted Leave to Intervene in this proceeding by filing in this cause its Petition in Intervention
attached to its Application.

ENTERED this 16 day of February, A. D., 1972.

James S. Stokes
JUDGE

ASSOCIATES
MARVIN KRAMER
S. BRYAN MOORE, JR.

J. HARVEY LEWIS
ATTORNEY AT LAW
104 MERCHANTS STATE BANK BUILDING
ROSS AVENUE AT HENDERSON ST.
DALLAS, TEXAS 75206

FILED
FEB 22 11 24 AM '72
PHONE 821-0113
AREA CODE 214
DIST. CLERK
DALLAS CO. TEXAS
DEPUTY

February 22, 1972

Mrs. Martha Johnston, Clerk
14th District Court
Dallas County Government Center
Dallas, Texas 75202

*Mrs. Geneva White
P.O. Box 4071
Richardson, Tex
75080*

Re: No. 71-12361-A
Geneva White, et al vs.
Arrow Chemical Corporation

Dear Mrs. Johnston:

I am enclosing my check No. 2284 in the amount of \$5.00, and asking that you place the above case on the Jury Docket on behalf of Fidelity and Casualty Company of New York.

Also, please place this case in line for trial on the merits at the earliest possible date.

By copy of this letter I am advising the opposing counsel of this action.

Thank you very much for your cooperation.

Sincerely yours,

Harvey Lewis
J. Harvey Lewis

JHL:erg
Encls.

cc: Mr. Lamar Holley
1818 Republic National Bank Bldg.
Dallas, Texas 75201

Mr. Tony Dirksmeyer
Attorney at Law
7700 John W. Carpenter Fwy.
Dallas, Texas

Mr. Jep Carr

*3-14-72
Many trial
set for trial
notify Mrs. Geneva
White (Ref.) of
setting -
FSA*



NO. 74-4179-c

RICHARD ADAIR, Plaintiff X IN THE 68TH JUDICIAL
VS. X DISTRICT COURT IN AND FOR
ARROW CHEMICAL COMPANY, Defendant X DALLAS COUNTY, T E X A S

PETITION TO DISMISS MOTION FOR LEAVE TO INTERVENE

TO THE HONORABLE JUDGE OF SAID COURT:

J. HARVEY LEWIS, moves to ^{withdraw} the Petition for Leave to Intervene filed herein on behalf of Continental Insurance Company and respectfully shows that this Petition was filed by him in error in that Continental Insurance Company was not the workmen's compensation carrier in this cause but that the workmen's compensation carrier was FIDELITY & CASUALTY COMPANY OF NEW YORK, which latter company is subrogated to the rights of the Plaintiff, Richard Adair.

WHEREFORE, J. HARVEY LEWIS, attorney herein who erroneously filed such Petition on behalf of Continental Insurance Company, moves that such petition be withdrawn without prejudice to the rights of FIDELITY & CASUALTY COMPANY OF NEW YORK on its subrogation right.

Respectfully submitted

J. HARVEY LEWIS, Mistakenly shown as attorney for Continental Insurance Co.

By: J. Harvey Lewis
J. HARVEY LEWIS

ORDER

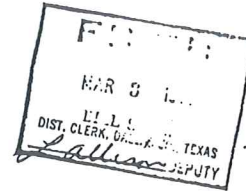
C 29/47

The above order having been presented to me and it appearing that the same should be granted;

IT IS ORDERED that the Petition for leave to intervene described therein be, and it is hereby withdrawn without prejudice to any person, firm or corporation involved in this proceeding.

ENTERED this 27th day of February, A. D., 1975.

Armen Giles
J U D G E



NO. 74-4179-c

RICHARD ADAIR, Plaintiff X IN THE 68th JUDICIAL
VS. X DISTRICT COURT IN AND FOR
ARROW CHEMICAL COMPANY, DefendantX DALLAS COUNTY, T E X A S

PETITION FOR LEAVE TO INTERVENE

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes FIDELITY & CASUALTY COMPANY OF NEW YORK, a workmen's compensation insurer authorized to do business within the State of Texas, with an office in Dallas, Texas, and files this its Petition for leave to intervene and represents:

1. At the time and on the occasion that the Plaintiff in the above cause received the injuries of which he complains, the Plaintiff was working for an employer insured under the Workmen's Compensation Law of the State of Texas, by Fidelity & Casualty Company of New York. The injuries received by the Plaintiff and complained of in this cause were accidental injuries sustained by him while working in the course and scope of his employment with his employer and as a result thereof, Fidelity & Casualty Company of New York became obligated to pay to the Plaintiff certain benefits prescribed by the Texas Workmen's Compensation Act and pursuant thereto paid to the Plaintiff directly, the amount of \$12,482.00, and paid medical bills for the treatment of Plaintiff's injuries in the amount of \$7,439.19.

2. The Petitioner further shows that the injuries complained of herein by the Plaintiff, being the same injuries for which workmen's compensation benefits were paid by Petitioner, is alleged by Plaintiff to have been proximately caused by the third party negligence of the Defendant in this cause, and that pursuant to the provisions of Article 8307, Section 6a, in effect at the time the aforesaid compensation payments were made to the Defendant or for his account, that the Petitioner acquired a vested right of subrogation to the rights of the Plaintiff's cause of action against the Defendant herein, to the extent of the total amount of such workmen's compensation payments as alleged above, and in addition thereto, reasonable costs of enforcing such liability.

3. Petitioner shows that on or about December 3, 1971, it employed J. Harvey Lewis, an attorney at law, in Dallas, Texas, to represent it in connection with its subrogation rights, said attorney at that time being under contract to also represent the Plaintiff in the third party action, and that thereafter, on or about January 4, 1972, the Plaintiff elected to change attorneys purportedly to employ Pat McClung, likewise an attorney of Dallas, Texas, to represent him. Petitioner shows that on January 8, 1972, Petitioner's attorney forwarded to Mr. McClung a release so that attorney McClung could represent Plaintiff in his cause of action against the Defendant herein and at that time Petitioner's attorney advised Attorney McClung by letter as follows:

"I represent the Workmen's Compensation carrier with regard to subrogated rights, if any, against a negligent third-party and as such will cooperate with you in pursuing a claim on behalf of Mr. Adair against Arrow Chemical Corporation, if you desire to do so."

Petitioner's attorney received no response, either oral or written, from Attorney McClung and in fact was not contacted by the Plaintiff or any attorney representing the Plaintiff until February 27, 1975, at which time Attorney Mike Sebastian called Plaintiff's attorney and asked for an appointment to discuss the case on February 28, 1975, which appointment was readily granted and Petitioner's attorney met with Attorney Sebastian on February 28, 1975. On that date, Attorney Sebastian advised Plaintiff's attorney that he had had a \$51,000.00 offer to settle the case and that he, Sebastian, believed that Adair did not sustain damages in excess of that amount in view of his age at the time of the injuries, his earnings at that time of approximately \$8,000.00 per year and the rate of disability reported to him by the doctor. Upon inquiry, Petitioner's attorney learned from Plaintiff's attorney that Plaintiff's case was set for trial in this Court the

following week, March 3, 1975, and further learned that no depositions had been taken by Plaintiff's attorney, such photographs as Plaintiff's attorney had seen had been lost, no analysis of the explosive chemical marketed by the Defendant as "PC-68" has been obtained, and that other elements of proof believed by Petitioner's attorney to be necessary to prove a prima facie case against the Defendant were missing, and in view of the fact that Plaintiff will not settle his claim for the \$51,000.00 offered unless Petitioner accepts 1/3rd of its actual dollars paid out in release of its subrogation rights, including recovery of reasonable costs out of the excess of such settlement above, said amount of \$19,921.19, that trial of this cause is imminent, and that in order for Petitioner's subrogation right to be adequately represented in said cause it is necessary that Petitioner be permitted to intervene as a party plaintiff so that Petitioner will have discovery proceedings under the Texas Rules of Civil Procedure available to it for the taking of depositions and conducting such other discovery proceedings as Petitioner deems necessary to adequately prepare Plaintiff's cause for trial.

WHEREFORE, Petitioner prays that this petition for leave to intervene be set for hearing and upon such hearing, this Court enter its order permitting FIDELITY & CASUALTY COMPANY OF NEW YORK to intervene as a party plaintiff and assert its vested rights of subrogation as set forth in its petition for intervention herein attached, to which reference is hereby made for all purposes and for such other and further order as the Court deems proper.

FIDELITY & CASUALTY COMPANY OF NEW YORK,

By: J. Harvey Lewis
J. Harvey Lewis, its attorney

LEWIS & McDONALD, Inc.
808 Merchants State Bank Bldg.
5217 Ross Avenue
Dallas, Texas 75206
(214) 821-0113

J. HARVEY LEWIS
FRED E. McDONALD

LEWIS & McDONALD, INC.
ATTORNEYS AT LAW
8TH FLOOR MERCHANTS BANK BUILDING
DALLAS, TEXAS 75206

PHONE (214) 821-0113

March 10, 1975

Mr. Michael H. Sebastian
Attorney at Law
2005 Adolphus Tower
Dallas, Texas 75202

Mr. Tony Dirksmeyer
Attorney at Law
7700 John W. Carpenter Freeway
Dallas, Texas

Re:

Richard Adair vs. Arrow Chemical
Co., No. 74-4179-c, in the 68th
Judicial District Court of Dallas
County, Texas

Gentlemen:

Each of you has previously been handed a copy of the Petition for Leave to Intervene filed on behalf of Fidelity & Casualty Company of New York in the above cause.

This letter is to advise that such Petition has been set for hearing before the Court on March 13, 1975, at 9:00 o'clock a.m.

Sincerely yours,

for LEWIS & McDONALD

JHL:eg

cc: Ms. Lillie Allison, Clerk
68th District Court
Dallas County Government Center
Dallas, Texas 75202

Mr. Frederick May
Underwriters Adjusting Company
P. O. Box 960
Dallas, Texas 75221





FOURTEENTH DISTRICT COURT
DALLAS, TEXAS 75202

March 17, 1972

CHAMBERS OF
JUDGE FRED S. HARLESS

Mr. J. Harvey Lewis
104 Merchants State Bank Bldg.
Dallas, Texas 75206

Mr. Tony Dirksmeyer
7700 Carpenter Freeway
Dallas, Texas 75247

Mrs. Geneva White
P. O. Box 4071
Richardson, Texas 75080

Mr. Lamar Holley
1015 Republic Bank Bldg.
Dallas, Texas 75201

In Re: No. 71-12361-A
White vs. Arrow

Gentlemen:

Please take notice of the setting of this cause
for trial on the merits on **August 14, 1972**

Announcement should be made before 10:30 a.m. to
the Court on the Friday preceding the setting, subject
the the provisions of Article 1.17 of our Dallas Court
Rules.

Attention of all parties is directed to Article
1.10 regarding filing of exceptions.

jury has been demanded.

Very truly yours,

Judge

LAMAR HOLLEY
MERLE R. FLAGG
WILLIAM M. HAYNER
JAMES H. MILLER
JAMES H. McMENAMY

HOLLEY, FLAGG, HAYNER & MILLER
ATTORNEYS AND COUNSELORS AT LAW
1818 REPUBLIC NATIONAL BANK BUILDING
DALLAS, TEXAS 75201

AREA CODE 214
RI 2-1971

March 28, 1972



Hon. Fred Harless, Judge
14th Judicial District Court
County Courthouse Bldg.
Dallas, Texas

Re: Cause No. 71-12361-A
White vs. Arrow Chemical

Dear Judge Harless:

I enclose the original Non-Suit signed by Mrs. Geneva White in the above case, who asks me to forward this to your attention. Also there is an Order for the court.

If in order, please sign said Order and have your clerk forward to us in the stamped, self-addressed envelope the copy.

Good luck in your campaign.

Sincerely,


Lamar Holley

CC: Mr. Harvey Lewis
CC: Mr. Tony Dirksmeyer
CC: Mrs. Geneva White

J. HARVEY LEWIS
FRED E. McDONALD

LEWIS & McDONALD, INC.
ATTORNEYS AT LAW
8TH FLOOR MERCHANTS BANK BUILDING
DALLAS, TEXAS 75206

PHONE (214) 821-0113

April 29, 1975

Mr. Michael H. Sebastian
Attorney at Law
2005 Adolphus Tower
Dallas, Texas 75202

Mr. Tony Dirksmeyer
Attorney at Law
7700 John W. Carpenter Freeway
Dallas, Texas

Re: Adair vs. Arrow Chemical Company
No. 74-4179-C

Gentlemen:

There is enclosed Notice for the taking of the deposition of Richard Adair which is self-explanatory. I had hoped and been advised that Mr. Adair would appear for an informal interview at a convenient time, but apparently no time is convenient to him.

If this deposition can be heard between now and the date set at a time convenient to each of you, I will endeavor to make myself available at your convenience.

Sincerely yours,

J. Harvey Lewis
for LEWIS & McDONALD, Inc.

JHL:eg
Enclosure

cc: Clerk - 68th District Court
Dallas County Government Center
Dallas, Texas 75202





NO. 74-4179-C

RICHARD ADAIR, Plaintiff X IN THE 68TH JUDICIAL
VS. X DISTRICT COURT, IN AND FOR
ARROW CHEMICAL COMPANY, Defendant X DALLAS COUNTY, T E X A S

NOTICE OF DEPOSITION

TO: Mr. Michael H. Sebastian, Attorney at Law, 2005
 Adolphus Tower, Dallas, Texas 75202, attorney for
 Plaintiff, Richard Adair; and

 Mr. Tony Dirksmeyer, Attorney at Law, 7700 John W.
 Carpenter Freeway, Dallas, Texas.

You, and each of you are hereby given notice pursuant
to the Texas Rules of Civil Procedure that the Deposition of the
Plaintiff, RICHARD ADAIR, will be taken in the office of J. Harvey
Lewis, Attorney for Intervenor, Fidelity & Casualty Company of New
York, at 808 Merchants Bank Bldg., Dallas, Texas (corner of Ross
Avenue and Henderson Street) on May 12, 1975, at 4:00 o'clock p.m.,
and demand is made on the Plaintiff Adair to personally appear at
such time, place and date.

You are invited to appear and cross-examine.

LEWIS & McDONALD, Inc.

By: J. Harvey Lewis

808 Merchants Bank Bldg.
5217 Ross Avenue
Dallas, Texas 75206
(214) 821-0113

NO. 74-4179-C

RICHARD NEAL ADAIR § IN THE DISTRICT COURT OF
VS. § DALLAS COUNTY, TEXAS
ARROW CHEMICAL CORP. § 68TH JUDICIAL DISTRICT

ORDER OF DISMISSAL WITH PREJUDICE

Upon motion of the parties the above styled and numbered cause wherein RICHARD NEAL ADAIR is Plaintiff and ARROW CHEMICAL CORPORATION is Defendant is hereby dismissed with prejudice to the refiling of same.

It is further ORDERED that all costs of court be taxed against the Defendant, ARROW CHEMICAL CORPORATION, and that the Plaintiff, RICHARD NEAL ADAIR, shall have his execution if the court costs are not timely paid.

RENDERED AND ENTERED this the 2nd day of June, 1975.

Amen Diker
JUDGE PRESIDING

APPROVED:

W. F. [Signature]
Attorney for Plaintiff, Richard
Neal Adair

Tony [Signature]
Attorney for Defendant, Arrow
Chemical Corporation

71812501 A-14th.
A

NO. FILED

GENEVA WHITE, Individually as Independent Executrix of the Estate of Roscoe A. White, Deceased, and as Next Friend of ROSCOE A. WHITE, JR., and RICKY DON WHITE, Minors, Plaintiff
VS.
ARROW CHEMICAL CORPORATION, Defendant

DEC 18 8 58 AM '71
IN THE A-14th DISTRICT
COURT
DALLAS COUNTY,
TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

1. Defendant is a Texas corporation, having its principal place of business at 2611 South Central Expressway, Dallas, Texas. Its agent for service is MORRIS SHWISS, and its registered address is 208 North Peak Street, Dallas, Texas.
2. Plaintiff is the widow of ROSCOE A. WHITE, Deceased, who was fatally injured by burns on or about September 23, 1971, caused by the explosion of a can of highly volatile and inflammable liquid known as "PC-68" manufactured and marketed by the Defendant corporation.
3. At the time and on the occasion in question, a quantity of such chemical was in a six gallon container in which it was sold and marketed by the Defendant and was stored in the shop in which Roscoe A. White, Deceased, was employed by M&M Equipment Company as a welder and mechanic. While he was so employed and cutting with a welding torch in the shop in which such chemical was stored in the container furnished and labeled by the Defendant, such can of chemical caught fire and exploded, covering the Deceased Roscoe A. White with such burning chemical and causing third degree burns to approximately 90% of his body, resulting in his death on September 24, 1971.
4. Plaintiff alleges that the Defendant was negligent in marketing such can of highly flammable chemical in a container without having markings on such can in large, distinctive colored letters giving sufficient warning that such chemical was highly inflammable, explosive and dangerous in the presence of heat or flame. No such labeling or warning was placed on the container in which the chemical was sold by the Defendant and in which it was

stored at the time of such explosion. Plaintiff alleges that but for the failure of the Defendant to adequately warn of the dangerous properties of such chemical by labeling its container with words of warning in large and distinctive colored letters that such explosion would not have occurred, and in view thereof, such negligence on the part of the Defendant was the proximate cause of the injuries and damages complained of in this petition.

5. Deceased, Roscoe A. White, was a man of 38 years of age, in good health, and earning approximately \$14,000.00 per year as a mechanic and welder, and could reasonably have been expected to continue in such employment with reasonable and customary increases in pay until retirement age of 65 years. In addition, he was a devoted husband to the Plaintiff and father to his minor children, named in this petition, and kept them more than adequately provided with a home, which he was paying for, automobile, food, clothing, medical care, education, recreation, and other necessary and enjoyable family activities for which the family was dependent upon his earnings. Plaintiff alleges that all of this has been lost as a direct and proximate result of the negligence of the Defendant and that damages have been incurred by reason thereof in the following amounts:

ESTATE OF ROSCOE A. WHITE, DECEASED:

Medical Expenses	\$ 1,330.70
Funeral Expenses	\$ 1,875.94
Pain, Suffering, Mental Anguish & Agony	<u>\$ 15,000.00</u>
Total Damages Incurred by Estate	\$ 18,206.64

GENEVA WHITE, WIDOW OF DECEASED, IN HER INDIVIDUAL CAPACITY:

Loss of the counsel and guidance of her deceased husband	\$ 25,000.00
Loss of his household services and physical help in maintaining the household and raising the two children of the parties	\$ 25,000.00
Loss of probable pecuniary benefits from future earnings of her deceased husband	<u>\$ 188,900.00</u>
Total Damages Incurred by Geneva White, widow of the deceased, in her individual capacity	\$ 238,900.00

ROSCOE A. WHITE, JR., A MINOR SON OF DECEASED, APPROXIMATELY 12
YEARS OF AGE AT HIS FATHER'S DEATH:

Loss of his father's counsel, advice and parental guidance	\$ 25,000.00
Loss of probable pecuniary benefits which would have been furnished to him by his father	\$ 23,400.00
Total Damages Incurred by Roscoe A. White, Jr.	\$ 48,400.00

RICKY DON WHITE, A MINOR SON OF DECEASED, 10 YEARS OF AGE AT HIS
FATHER'S DEATH:

Loss of his father's counsel, advice and parental guidance	\$ 30,000.00
Loss of probable pecuniary benefits which would have been furnished to him by his father	\$ 28,600.00
Total Damages Incurred by Ricky Don White	\$ 58,600.00

PLAINTIFF THEREFORE PRAYS that citation be had upon Defendant in the manner prescribed
by law, and that upon final hearing, Plaintiff have final judgment against the Defendant in the
capacities and in the amounts above alleged, all costs of suit, and such other and further relief
at law or in equity to which she may be entitled.

GENEVA WHITE, Individually as Independent Executrix
of the Estate of Roscoe A. White, Deceased, and as
Next Friend of ROSCOE A. WHITE, JR. and RICKY
DON WHITE, Minors, Plaintiff

By

Her Attorney

J. HARVEY LEWIS
Attorney at Law
104 Merchants State Bank Building
Dallas, Texas 75206
821-0113

*Decker
8/16/60
11/27/1975
L. K. K. K.*

COST: \$100.00
Bill 100.00

NO. 74-4179-c

RICHARD ADAIR, Plaintiff X IN THE 68TH JUDICIAL
VS. X DISTRICT COURT IN AND FOR
ARROW CHEMICAL COMPANY, Defendant X DALLAS COUNTY, T E X A S

PETITION IN INTERVENTION

TO THE HONORABLE JUDGE OF SAID COURT:

FIDELITY & CASUALTY COMPANY OF NEW YORK, an insurance company authorized to do business in the State of Texas, and having an office and agent for service within the State, with leave of this Court first had and obtained, files this its Petition in Intervention as a party Plaintiff in the above cause and represents:

1. Your intervenor, pursuant to provisions of its policy of workmen's compensation insurance issued to M & M Equipment and Tool Rental Company, the employer of the Plaintiff, Richard Adair, paid to the Plaintiff, Richard Adair, directly, as workmen's compensation benefits the amount of \$12,482.00 and paid medical expenses for and in his behalf in the amount of \$7,439.19. Final payment and settlement with the Plaintiff, Adair, was consummated on or about August 20, 1973.

2. Intervenor shows that pursuant to Article 8307, Section 6a of the Texas Workmen's Compensation Act, it acquired by such payment and settlement with the Plaintiff, Adair, a vested right of subrogation in Plaintiff's cause asserted against the Defendant herein to the extent of such payments and in addition thereto, recovery out of any excess of reasonable costs of enforcing such subrogated liability and for the purpose of protecting and enforcing such vested rights this Petition in Intervention is necessary.

3. Your Intervenor has not been furnished as of the date of filing this Petition in Intervention, current medical reports concerning the Plaintiff's disability, if any, or information concerning Plaintiff's lost wages in the past and potential loss of wages in the future, probable future medical expenses, if any, in the absence of which your Intervenor is unable to determine with accuracy the extent of Plaintiff's damages and until such facts have been determined by your Intervenor it adopts the pleadings of the Plaintiff except those inconsistent with pleadings herein and represents:

(1) That the chemical marketed by the Defendant as "PC-68" was an industrial product used to cover surfaces near or used in connection with the installation of new concrete in its liquid form, such product being sprayed on or painted on surfaces such as brick walls, or parts of equipment used in handling such concrete so that such liquid concrete as came in contact with such surfaces that had been so treated, would not "stick" and thereafter be more easily removable than if such surfaces had not been treated with the "PC-68" and that the very nature of such product and knowledge of its intended use by the Defendant, placed or should have placed the Defendant on notice that such product would be used and stored around industrial job sites and in storage areas where industrial equipment was stored and repaired, and that a reasonable and prudent manufacturer or vendor of such product charged with such knowledge would label or mark the container in which it was sold with large, distinctive markings sufficiently large and distinctive to give warning to workmen such as Plaintiff herein working in the area where such chemical was stored with an electric welding torch that such contained a highly inflammable and explosive product. This the Defendant failed to do, in that the can purchased by Plaintiff's employer and stored in his employer's storage area where repairs to equipment were made, had no distinctive markings, labelings, or other distinctive warning visible to Plaintiff and the other workman who were working in close proximity to such container with a welding torch that it contained a highly volatile, combustible and explosive product. As a result of such lack of warning, the volatile, combustible and explosive product was ignited from the heat or sparks from the welding torch and the unmarked container exploded covering a large portion of Plaintiff's body with flaming liquid resulting in the injuries complained of by Plaintiff herein. Such failure on the part of the Defendant, being charged by law with notice of the volatile, combustible and explosive nature of its product and its intended use, constitutes negligence, and but for such negligence on the part of the Defendant, the explosion of the can in which the Defendant marketed the volatile, combustible

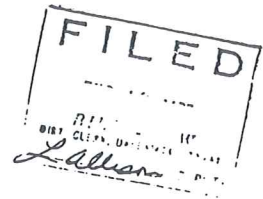
and explosive product giving rise to the injuries to the Plaintiff complained of herein would not have occurred and in view thereof, such negligence on the part of Defendant was the proximate cause of the injuries and damages complained of in this cause by Plaintiff.

WHEREFORE, your Intervenor prays that upon final hearing, Plaintiff have Judgment against the Defendant in the amount of his damages proved upon the trial of this cause, that your Intervenor recover by way of subrogation under such Judgment, the amount of \$19,921.19 paid to or for the benefit of Plaintiff, and from the excess judgment over and above such amount, if any, that your Intervenor recover a reasonable cost of enforcing liability herein in an amount to be determined by the Court, and such other and further relief to which your Intervenor may show itself entitled at the trial of this cause.

FIDELITY & CASUALTY COMPANY OF NEW YORK

By: J. Harvey Lewis
J. HARVEY LEWIS, Its Attorney

LEWIS & McDONALD, Inc.
Attorneys at Law
808 Merchants State Bank Bldg.
5217 Ross Avenue
Dallas, Texas 75206
(214) 821-0113



NO. 74-4179-C

RICHARD NEAL ADAIR § IN THE DISTRICT COURT OF
VS. § DALLAS COUNTY, TEXAS
ARROW CHEMICAL CORP. § 68TH JUDICIAL DISTRICT

MOTION TO DISMISS
THIRD PARTY DEFENDANT

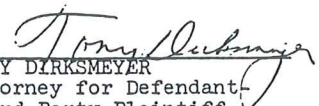
TO THE HONORABLE JUDGE OF SAID COURT:

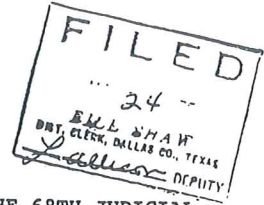
Comes now Defendant, ARROW CHEMICAL CORPORATION, and moves the Court to dismiss Third Party Defendant, CHEMSCOPE CORPORATION, as Third Party Defendant for the reason that the Defendant/Third Party Plaintiff, ARROW CHEMICAL CORPORATION, does not desire to further prosecute its Third Party Action against CHEMSCOPE CORPORATION.

WHEREFORE, Defendant/Third Party Plaintiff, ARROW CHEMICAL CORPORATION, prays that its Third Party Action against CHEMSCOPE CORPORATION be dismissed without prejudice.

Respectfully submitted

7700 Carpenter Freeway
Dallas, Texas 75247
Phone: (214) 638-8830


TONY DIRKSMEYER
Attorney for Defendant-
Third Party Plaintiff



NO. 74-4179-C

RICHARD NEAL ADAIR X IN THE 68TH JUDICIAL
VS. X
X DISTRICT COURT OF
X
ARROW CHEMICAL CORPORATION X DALLAS COUNTY, TEXAS

INTERROGATORIES

TO: ARROW CHEMICAL CORPORATION and its attorney, Tony Dirksmeyer, 7700 Carpenter Freeway, Dallas, Texas 75247.

Please take notice that you are requested, pursuant to Rule 168 of the Texas Rules of Civil Procedure, to serve on the undersigned within sixteen (16) days after service of this notice, answers in writing in separate paragraphs and under oath to the following Interrogatories:

1. Who manufactures "PC-68"?
2. When did Arrow Chemical Corporation first sell "PC-68"?
3. What special instructions regarding flammability and/or labelling were given Arrow Chemical Corporation by the manufacturer of "PC-68"?
4. Of what chemicals is "PC-68" composed?
5. What is the flash point of "PC-68" as measured by the U. S. official closed cup testing method of the U. S. Bureau of Mines?
6. Is "PC-68" sold outside the State of Texas?
7. What label was first applied by Arrow Chemical Corporation to the cans of "PC-68"? Reproduce verbatim or by facsimile all language and pictures contained on each label and specify the size (if labels differ in size, specify each size label for each particular can).
8. Has the original labelling on the cans been changed? If so, list each change and the date.
9. Who printed the first labelling?
10. Has any firm or individual besides answer to number 9 above printed the labelling on "PC-68"? If so, list each such firm or individual and dates.
11. Has any company representative inspected the can in custody of the Fire Marshall? If so, specify who and when.
12. If so, describe the physical description of the can.
13. Was the can clearly marked with the Arrow Chemical Corporation label?
14. Was the can marked with any labelling regarding a warning of flammability? If so, where and what was

the size of the wording?

15. Who are the experts you intend to call as witnesses if trial ensues?
16. State the subject matter to which such witness is expected to testify.
17. Do you have any reports, factual observations and/or opinions of expert witnesses who will be called if trial ensues? If so, please describe any such and identify by whom such is made.
18. Do you contend that the can made the basis of this suit was labelled with a warning of flammability?
19. Do you contend that the manufacturer did not sufficiently warn Arrow Chemical Corporation of the flammable properties of "PC-68"?
20. Do you contend that another liquid besides "PC-68" was in the can?
21. Do you contend that "PC-68" could not be made to flash ignite by exposing the open can to heat and/or flame?

MICHAEL H. SEBASTIAN
Attorney for Plaintiff
2005 Adolphus Tower
Dallas, Texas 75202
214/742-5771

CERTIFICATE OF SERVICE

I hereby certify that on this the _____ day of January, 1975, a true and correct copy of the foregoing Interrogatories was mailed by Certified Mail, Return Receipt Requested, to the Attorney of Record for Defendant herein.

MICHAEL H. SEBASTIAN

1400417-68th

C-68

FILED

NO.

RICHARD NEAL ADAIR MAY 17 11 35 AM '74 IN THE C-68th JUDICIAL
VS. BILL SHAW DISTRICT COURT OF
ARROW CHEMICAL CORPORATION TEXAS DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Richard Neal Adair, hereafter called Plaintiff, complaining of Arrow Chemical Corporation, hereafter called Defendant, and for cause of action would show the Court and Jury as follows:

I.

Plaintiff is a resident of Dallas, Dallas County, Texas, and the Defendant Corporation, Arrow Chemical Corporation is a Texas Corporation doing business in Texas at 2611 South Central Expressway in Dallas, where service of citation may be had. Its registered agent for service is Morris Schwiff, 208 North Peak Street, Dallas, Texas.

II.

On or about the 23rd day of September 1971, Plaintiff was an employee of M & M Equipment and Tool Rental, Inc., located at 10625 Ferguson Road in Dallas, Dallas County, Texas, where he was employed as a machinest and welder and metal worker.

On September 23, 1971, at the shop maintained by M & M Equipment and Tool Rental, Inc., the Plaintiff was helping Roscoe A. White, another employee of M & M Equipment and Tool Rental, Inc., to weld a piece of metal by holding the piece of metal while White did the actual welding. They were working on a metal table which had been constructed for that purpose and under this metal table was stored a can of liquid cleaning compound known as PC-68, which liquid cleaner is manufactured, processed and sold by the Defendant Arrow Chemical

Corporation for the purpose of cleaning concrete off of concrete mixing equipment, among other uses.

III.

The Plaintiff would show that the Defendant manufactured, processed and sold the cleaning chemical in liquid form, called PC-68, which chemical is sold in metal containers of various sizes and is labeled "Arrow Chemical Company PC-68" but such label contains no other language; that the liquid chemical was, in fact, a substance which is highly volatile and inflammable and explosive in nature and that while the Plaintiff and Roscoe A. White were welding the piece of metal on the table with the can of PC-68 stored underneath, the cleaning compound suddenly exploded and caught fire and engulfing both men in flames and inflicting on both men severe burns which ultimately caused the death of Roscoe A. White and inflicted third degree burns to the Plaintiff which will be described hereafter.

IV.

The Defendant offered the above described product for sale to the general public and knew that such cleaning compound would be purchased by the general public, including Richard Neal Adair. As the marketer of this product, this Defendant impliedly warranted to M & M Equipment and Tool Rental, Inc., and Richard Neal Adair, the ultimate purchaser and user thereof, that the cleaning compound was of merchantable quality, safe, and fit for the purpose for which it was used and was free of defect and danger to them. That this Defendant knew that a company such as M & M Equipment and Tool Rental, Inc., and those working for the company on that date, would rely on such implied warranty of merchantability in purchasing the same for use by its employees. In truth and in fact, the cleaning compound was not fit for the use and the purpose intended, because its ingredients and the vapors from same were so highly volatile and

inflammable that when stored in the manner and the purpose intended by the manufacturer, and in proximity to welding equipment, they exploded and ignited causing the death of Roscoe A. White and the injuries of Richard Neal Adair. By virtue of the cleaning compound being defective, this Defendant breached its implied warranty of fitness and quality to Richard Neal Adair and he is entitled to recover from the Defendant for the breach of such warranty under Section 2-314 of the Uniform Commercial Code. Such breach of implied warranty was the producing cause of the injuries and damages as will be described.

V.

Plaintiff would further show that the Defendant should be held strictly liable in accordance with the provisions of the Restatement of Torts, because its product complained of herein when sold was unreasonably dangerous, rendering it defective. In this connection, Plaintiff would show that when the container of the product was open, vapors of the product escaped which were highly volatile, inflammable, and easily susceptible to ignition. That the characteristics of the product and its vapors were highly volatile, inflammable and explosive due to the ingredients used in the manufacture of said product rendering it unreasonably dangerous for ordinary use. That it was unreasonably dangerous to an extent beyond that which would be contemplated by the ordinary user with the knowledge available to him as to the characteristics of the product and was therefor defective and such defective condition was the producing cause of the injuries and damages alleged. That it contains benzene or petroleum distillate; that the Defendant failed to mark the container containing same in accordance with the regulations of the U.S. Interstate Commerce Commission and in violation of Article 1102 of the Texas Penal Code and such breach of the Statute renders the product unreasonably dangerous under Texas Law and was a producing cause of the injuries and damages herein set forth.

VI.

Plaintiff should further recover against Defendant because the facts alleged in Paragraphs IV. and V. were known or should have been known to Defendant when the product was placed on the open market for sale; and further, it was known by this Seller that it would be used by people in the general public, without inspection for defects, who did not have such knowledge, such as Richard Neal Adair. That said seller is required by law to test its product and provide an adequate warning of any dangerous propensity of an article produced or sold by it inherent in the product or its use, of which it knows or should know, and which the user of the product would not ordinarily discover. That Defendant failed to test or adequately label its product in a manner so as to warn the user and, in particular Richard Neal Adair of its highly volatile, explosive and inflammable vapors which escaped from the container and exploded on the occasion in question when the product was being used for the purpose intended. Further, in addition to an adequate warning needing to be placed on the label of Defendant's product due to its dangerous propensities, Defendant should have further required any wholesaler or retailer of the product to personally warn any purchaser, including Richard Neal Adair, of the extremely dangerous conditions encountered when using same. That Defendant's failures in this connection were a producing cause of the injuries and damages herein alleged.

VII.

Plaintiff would further show that the Defendant intentionally marketed its product to the general public and Richard Neal Adair when it had knowledge or should have had knowledge of its products' highly volatile, inflammable and explosive vapors. In spite of said knowledge, it failed

to use ordinary care in the following particulars: (1) Defendant failed to adequately test its product; (2) Defendant failed to chemically reduce the volatility, inflammability and explosiveness of said product and its vapors; (3) Defendant failed to adequately warn on its label the dangers encountered when using the product.

Each of the foregoing acts and/or omissions, whether taken singly or collectively, were not only negligent, but raised the belief that Defendant was consciously indifferent to the rights, welfare and safety of the consumer public who might be affected by such conduct, including Richard Neal Adair, and such conduct amounts to gross negligence, heedlessness and recklessness, under the circumstances, and such was the proximate cause of the injuries and damages herein alleged, and Defendant should therefore be assessed additional punitive damages in the sum of \$250,000.00.

VIII.

As a result of the injuries inflicted by the explosion of the PC-68, Richard Neal Adair was confined in the burn center at Parkland Hospital for approximately two and one-half months where he was attended by Dr. Charles Baxter. The charges at Parkland Hospital were \$7,409.19 and Dr. Baxter's charge was \$1,050.00, which sums were reasonable at the time and necessary for the treatment of the Plaintiff. In addition, Dr. Morris Fogelman has treated the Plaintiff since the accident and his bill is \$50.00 and Richard Neal Adair has spent approximately \$60.29 for drugs. These expenditures comprise a total amount of \$8,569.48 representing medical bills which have been incurred as a result of the injuries to the Plaintiff and for which sums he hereby sues.

The Plaintiff will continue to suffer from the effects of his injuries for the rest of his natural life and will have to wear support stockings, take medications and see a doctor on a periodic basis for the rashes and skin lesions which occurred to the grafted portions of his body and that future medical expense will amount to the sum of \$1500.00, for which sum he hereby sues.

In addition, the Plaintiff, who suffered third degree burns from approximately the area of his waist to the soles of his feet and had to have multiple skin grafts while at Parkland Hospital Burn Center, suffered excruciating physical pain and mental suffering.

For the physical pain and mental suffering Plaintiff has sustained in the past he should be compensated in the sum of \$250,000.00; and, he will continue to have pain, suffering and mental anguish in the future for the remainder of his natural life as a direct result of Defendant's defective product, resulting in the occurrence of September 23, 1971, to Richard Neal Adair's further damage in the sum of \$30,000.00.

IX.

Prior to September 23, 1971 Richard Neal Adair had an earning capacity of approximately \$8,600.00 per year and would have been able to continue a full employment as long as he was able and wanted to work but that by virtue of the injury he was totally disabled until August 1, 1972 and lost wages in the amount of \$7,470.00 for which sum he hereby sues. Also his earning capacity has been reduced because of his injuries by at least 50%, his life expectancy, according to the mortality tables located in Vernon's Annotated Civil Statutes, is 14 years and so he has been further damaged in the sum of \$61,000.00.

WHEREFORE, PREMISES CONSIDERED, the Plaintiff prays that the Defendant be cited to appear and answer herein, that upon final hearing he do have and recover judgment against the Defendant in the amount of damages hereinbefore

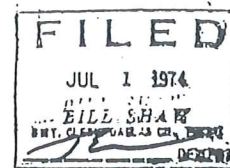
Plaintiff's Original Petition - Page 6

alleged, and for such other and further relief, general and special to which he may show himself entitled to receive.

Respectfully submitted,



MICHAEL H. SEBASTIAN
2005 Adolphus Tower
Dallas, Texas 75202



CAUSE NO. 74-4179-C

RICHARD NEAL ADAIR § IN THE DISTRICT COURT OF
VS. § DALLAS COUNTY, TEXAS
ARROW CHEMICAL CORPORATION § 68TH JUDICIAL DISTRICT

MOTION FOR LEAVE OF COURT
TO BRING IN THIRD PARTY DEFENDANT

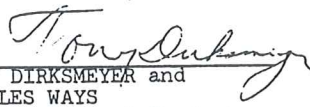
TO THE HONORABLE JUDGE OF SAID COURT:

Now comes ARROW CHEMICAL CORPORATION, original Defendant in the above cause and seeks leave to make CHEMSCOPE CORPORATION a Third Party Defendant.

WHEREFORE, Defendant, ARROW CHEMICAL CORPORATION prays that it be granted leave of Court to make CHEMSCOPE CORPORATION a Third Party Defendant.

Respectfully submitted

7700 Carpenter Freeway
Dallas, Texas 75247
Phone: (214) 638-8830


TONY DIRKSMEYER and
CHARLES WAYS
Attorneys for Defendant

A copy of the foregoing Motion has been mailed to Mike Sebastian, 2005 Adolphus Tower, Dallas, Texas 75202, attorney of record for Plaintiff.

18th day
of July
JUL 15 1974
32

CAUSE NO. 74-4179-C

RICHARD NEAL ADAIR § IN THE DISTRICT COURT OF
VS. § DALLAS COUNTY, TEXAS
ARROW CHEMICAL CORPORATION § 68TH JUDICIAL DISTRICT

THIRD PARTY PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes ARROW CHEMICAL CORPORATION, Defendant in the above cause, hereinafter referred to as Third Party Plaintiff, complaining of CHEMSCOPE CORPORATION, hereinafter referred to as Third Party Defendant, and having first obtained leave of Court to file this Third Party Petition, would respectfully show as follows:

I.

Suit has heretofore been filed wherein RICHARD NEAL ADAIR in the Plaintiff and ARROW CHEMICAL CORPORATION is the Defendant, all of which is more fully set out in Plaintiff's Original Petition which is attached hereto, and marked Exhibit "A".

II.

CHEMSCOPE CORPORATION is a Texas Corporation authorized to do business in the State of Texas and service can be had by serving an officer of CHEMSCOPE CORPORATION at its principal place of business, 1909 Highline Drive, Dallas, Texas.

III.

Your Third Party Plaintiff, ARROW CHEMICAL CORPORATION would show that the particular compound involved in this case known as PC-68 which allegedly exploded and caught fire, allegedly causing the injuries to the Plaintiff, RICHARD NEAL ADAIR, was manufactured and sold by Third Party Defendant, CHEMSCOPE CORPORATION to Third Party Plaintiff, ARROW CHEMICAL CORPORATION, who in turn sold the product to M & M Equipment & Tool Rental, Inc.

IV.

This Third Party Defendant, ARROW CHEMICAL CORPORATION, denies that it is liable to the Plaintiff in this instance, and denies that the PC-68 was unreasonably dangerous or defective

and further this Third Party Plaintiff denies that it was negligent in any manner nor did it breach any implied warranty which would make it liable to the Plaintiff. However, this Third Party Plaintiff says that Third Party Defendant, CHEMSCOPE CORPORATION, had manufactured the PC-68 involved and sold it to this Third Party Plaintiff and that if the PC-68 was volatile inflammable, or unreasonably dangerous CHEMSCOPE CORPORATION should have known of that fact, and should have warned or informed this Third Party Plaintiff of such dangerous or inflammable or volatile attributes.

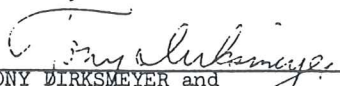
V.

That should this Third Party Plaintiff, ARROW CHEMICAL CORPORATION be found liable to the Plaintiff, RICHARD NEAL ADAIR then this Third Party Plaintiff should be entitled to full indemnity and/or contribution from the Third Party Defendant, CHEMSCOPE CORPORATION, since it manufactured and sold the PC-68 in question to ARROW CHEMICAL CORPORATION and did not warn or inform ARROW CHEMICAL CORPORATION what the flash point of the product was nor did it warn or inform ARROW CHEMICAL CORPORATION that the product was flammable, volatile, or dangerous or that it should be kept away from an open flame and that if ARROW CHEMICAL CORPORATION is found liable to the Plaintiff then CHEMSCOPE CORPORATION should be liable to ARROW CHEMICAL CORPORATION for full indemnity under the theory of strict liability or negligence.

WHEREFORE, PREMISES CONSIDERED, Third Party Plaintiff ARROW CHEMICAL CORPORATION prays that upon a final hearing hereof in the unlikely event the Plaintiff should recover against ARROW CHEMICAL CORPORATION that ARROW CHEMICAL CORPORATION have judgment for full indemnity and/or contribution

against CHEMSCOPE CORPORATION, plus such other relief to which
it might be justly entitled in law or equity.

Respectfully submitted


TONY DIRKSMEYER and
CHARLES WAYS
Attorneys For Third Party Plaintiff
and Defendant, Arrow Chemical Corp.

7700 Carpenter Freeway
Dallas, Texas 75247
Phone: (214) 638-8830

A copy of the foregoing Third Party Petition has
been mailed to Mike Sebastian, 2005 Adolphus Tower, Dallas,
Texas 75202, attorney of record for Plaintiff.

NO. 74-4179-C

FILED
AUG 28 7 11 AM '74

RICHARD NEAL ADAIR	X	IN THE 68TH JUDICIAL
VS.	X	DIST. CLERK
	X	DALLAS COUNTY, TEXAS
ARROW CHEMICAL CORPORATION	X	DISTRICT COURT OF
	X	DALLAS COUNTY, TEXAS

THIRD PARTY ORIGINAL ANSWER TO THIRD PARTY
PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

Now comes CHEMSCOPE CORPORATION, Third Party Defendant in the above styled and numbered cause, and files this, its Third Party Original Answer to Third Party Plaintiff's Original Petition; and would respectfully show unto the Court as follows:

I.

Third Party Defendant denies each and every, all and singular, the allegations contained in Third Party Plaintiff's Original Petition, demands strict proof thereof, and of this puts itself upon the country.

WHEREFORE, PREMISES CONSIDERED, Third Party Defendant prays that Third Party Plaintiff take nothing by its lawsuit, that it be awarded its costs and allowed to go hence without day.

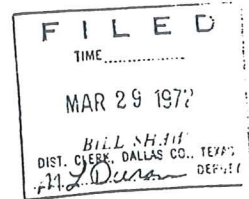
Tom J. Dean
TOM J. DEAN, Attorney for Third Party Defendant

726 Lakewood Bank Building
P. O. Box 9717
Dallas, Texas 75214
Phone: 827-1770

On this the 26th day of August, 1974, a true copy of Third Party Defendant's Original Answer was mailed to Mr. Tony Dirksmeyer and Charles Ways, 7700 Carpenter Freeway, Dallas, Texas 75247, Attorneys for Third Party Plaintiff and a copy of Third Party Defendant's Original Answer was mailed to Mr. Mike Sebastian, 2005 Adolphus Tower, Dallas, Texas 75202, attorney for the Plaintiff.

Tom J. Dean
TOM J. DEAN

NO. 71-12361-A



GENEVA WHITE, INDIVIDUALLY AS
INDEPENDENT EXECUTRIX OF THE
ESTATE OF ROSCOE A. WHITE,
DECEASED, AND AS NEXT FRIEND OF)
ROSCOE A. WHITE, JR., AND RICKY)
DON WHITE, MINORS, PLAINTIFFS) IN THE DISTRICT COURT
VS.)
ARROW CHEMICAL CORPORATION,) OF DALLAS COUNTY, TEXAS
DEFENDANT) 14TH JUDICIAL DISTRICT

NON-SUIT

TO THE HONORABLE JUDGE OF SAID COURT:

This 29 day of March, 1972, came GENEVA WHITE,
individually as Independent Executrix of the Estate of
Roscoe A. White, deceased, and as next friend of Roscoe A.
White, Jr. and Ricky Don White, minors, and in this suit
wherein the foregoing parties are plaintiffs and Arrow
Chemical Corporation is defendant, hereby takes a
voluntary non-suit as plaintiffs therein and respectfully
asks the court to enter its order dismissing said suit at
plaintiff's costs.

Respectfully submitted,

Geneva White
GENEVA WHITE, Individually as
Independent Executrix of the
Estate of Roscoe A. White, dec'd.,
and as next friend of Roscoe A.
White, Jr., and Ricky Don White,
Minors.

ORDER

On this 29 day of March, 1972, came the Plaintiff
Geneva White, individually as Independent Executrix of the
Estate of Roscoe A. White, deceased, and as next friend of
Roscoe A. White, Jr., and Ricky Don White, minors, and
wherein Arrow Chemical Corporation is the defendant; and
plaintiff saying she wants a voluntary dismissal of her
suit; it is therefore ORDERED, ADJUDGED and DECREED by this
court that this cause be and it is hereby dismissed at
Plaintiff's costs, for which let execution issue.

Dean A. White
JUDGE 14TH DISTRICT COURT

A-17/393

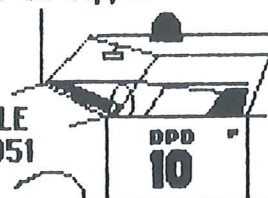


TENTH AND PATTON INVESTIGATIONS



"Searching for tips on Tippit"

DAYE PERRY
4601 AINSWORTH CIRCLE
GRAPEVINE, TEXAS 76051
(817) 488-1531



CAUSE NUMBER 71-12361-A

GENEVA WHITE, INDIVIDUALLY AS INDEPENDENT EXECUTRIX OF THE ESTATE OF ROSCOE A. WHITE, DECEASED, AND AS NEXT FRIEND OF ROSCOE A. WHITE, JR., AND RICKY DON WHITE, MINORS, Plaintiffs

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

VS.

ARROW CHEMICAL CORPORATION, Defendant

14TH JUDICIAL DISTRICT

NOTICE OF INTENTION TO TAKE DEPOSITION BY WRITTEN QUESTIONS

TO: GENEVA WHITE, Individually and As Independent Executrix of the Estate of Roscoe A. White, Deceased, And as Next Friend of Roscoe A. White, Jr. and Ricky Don White, Minors, Plaintiffs by serving their attorney of record, J. HARVEY LEWIS, 104 Merchants State Bank Building, Ross Avenue & Henderson Streets, Dallas, Texas 75206, and to Fidelity & Casualty Company, Intervenor, by serving their attorney of record, Lamar Holley, 1818 Republic National Bank Building, Dallas, Texas 75201.

You will take notice that after ten (10) days from the service of a copy hereof with attached Questions, a deposition by written interrogatories will be taken of the fire investigation records of the Dallas Fire Department, the custodian of such records being J. E. TUMA or E. A. EMERSON. The witnesses can be located at 2111 Main Street, Dallas, Texas. The deposition by written interrogatories will be taken before Helen Laidrich, a Court Reporter and Notary Public in and For Dallas County, Texas, whose address is Post Office Box 95, Irving, Texas 75060.

Such deposition with attached Questions may be used in evidence upon the trial of the above styled and numbered cause, pending in the above named Court.

Notice is further given that request is here made as authorized under Rule 201, Texas Rules of Civil Procedure, to the officer authorized to take this deposition to issue a Subpoena Duces Tecum and cause it to be served on the witnesses to produce the records and reports of the Dallas Fire Department concerning a fire which occurred on or about September 23, 1971, at the premises of M & M Equipment Company, located at 10625 Ferguson Road, Dallas, Texas, and to produce the records and reports made by or on behalf of the Dallas Fire Department concerning the fire which occurred at M & M Equipment Company located at 10625 Ferguson Road, Dallas, Texas on or about September 23, 1971, and to turn all such records and reports over to the officer authorized

to take this deposition so that photographic reproductions of the same may be made and attached to said deposition.

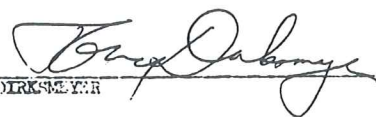
Respectfully submitted

DIRKSMEYER AND WAGNER

BY


TONY DIRKSMEYER
Attorney For Defendant
7700 Carpenter Freeway
Dallas, Texas 75247
Phone: 214/638-8830

I certify that a true and exact copy of the foregoing Notice of Intention to Take Deposition By Written Questions along with a true and correct copy of such questions was mailed to the respective parties or their attorneys of record by Certified Mail, Return Receipt Requested, on the 27 day of March, 1972.


TONY DIRKSMEYER

FILED
14
Z. Allen

NO. 74-4179-C

RICHARD NEAL ADAIR \$ IN THE DISTRICT COURT OF
VS. \$ DALLAS COUNTY, TEXAS
ARROW CHEMICAL CORP. \$ 68TH JUDICIAL DISTRICT

DEFENDANT'S ANSWERS TO
THE PLAINTIFF'S INTERROGATORIES

1. Chemscope, Research Products, The Carroll
Company.

2. 1968.

3. In 1969 Arrow Chemical inquired of Research Products Corporation as to the flammability and combustibility of the truck coating supplied it by Research Products Corporation which was sold as PC-68 and was informed by Research Products Corporation by letter that everything on earth is combustible in that this simply means the product in question will burn. Research Products Corporation informed Arrow Chemical Corporation in the letter that the product they manufactured which Arrow Chemical sold in 1969 as PC-68 could be applied anywhere with safety following the same safety precautions that apply to any paint, varnish or lacquer as the flash point of their product was above 80° Fahrenheit. So far as Arrow Chemical Corporation knows Chemscope nor the Carroll Company did not give any instructions regarding the flammability and/or labelling to Arrow Chemical Corporation concerning the product supplied by Chemscope or the product supplied by The Carroll Company which Arrow Chemical Corporation sold as PC-68.

4. Arrow Chemical Corporation does not know all of the chemicals of which PC-68 is composed. This information would have to be supplied by one of the manufacturers, although Arrow Chemical Corporation understands now that PC-68 does contain some Xylene, but does not know what other chemicals it contains.

5. Arrow Chemical Corporation does not have this information.

6. Yes

7. and 8. A label similar to the label that is now placed on the can except the original label was not multi-color, but was green printing upon white paper. Arrow Chemical Corporation attaches a label that is presently put on the can. The wording on the original label was the same so far as anyone at Arrow Chemical Corporation can recall. Arrow Chemical Corporation does not have any of the original labels.

9. Arrow Chemical Company believes the first labelling was done by Allied Printing.

10. Yes, American Printing and Millett Printing Company.

11. Yes, William Richardson who was an employee for Arrow Chemical Corporation. The exact date cannot be recalled.

12. The can was badly burned. All the printing on the outside of the can was burned and labels were burned off. It appeared to be a six gallon can that was originally green before it was discolored by the fire.

13. The word Arrow was faintly visible on the can.

14. The labelling which was placed on the can contained a warning of flammability and also warned against an open flame. In addition, it was the procedure of Arrow Chemical Corporation to place a red sticker with the word flammable printed in white on the top and side of the can. This sticker measured 3 inches by 1 inch.

15. This will be left to our attorney. According to our attorney he may call Chief Tuma and Captain Whitlow of the Dallas Fire Department.

16. According to our attorney they will testify as to what they saw when they investigated the fire and give an opinion as to how the fire occurred.

17. Chief Tuma and Captain Whitlow have been interviewed by our attorney. As to their observations and opinions, this information can be obtained from Chief Tuma and Captain Whitlow by the plaintiff, and upon advice of counsel defendant refuses to answer this Interrogatory any further.

18. That is the defendant's contention.

19. Reference is made to defendant's answer to Interrogatory No. 3, and whether or not this was sufficient calls for a conclusion or a question of law which the defendant cannot answer.

20. Defendant does not know whether another liquid besides PC-68 was in the can or not on September 23, 1971. Defendant did sell a can of PC-68 to M & M Equipment & Tool Rental, Inc. about one year prior to September 23, 1971, so the can could have possibly contained another liquid besides PC-68.

21. No.

Respectfully submitted

ARROW CHEMICAL CORPORATION

BY: Mark Kenner
MARK KENNER, Vice-President

THE STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, the undersigned authority, on this day personally appeared MARK KENNER, Vice-President of Arrow Chemical Corporation, who after having been duly sworn stated under oath that the answers contained above are true and correct to the best of his knowledge.

Mark Kenner
MARK KENNER

SWORN TO AND SUBSCRIBED TO BEFORE ME by the said
MARK KENNER on this the 15th day of February, 1975, to certify
which witness my hand and seal of office.

Judy Kutt
NOTARY PUBLIC IN AND FOR
DALLAS COUNTY, TEXAS

CERTIFICATE

I do hereby certify that on this the 17 day of
February, 1975, the original of Defendant's Answers To The
Plaintiff's Interrogatories was forwarded to Michael H.
Sebastian, 2005 Adolphus Tower, Dallas, Texas 75202,
Certified Mail, Return Receipt Requested.

Notice is hereby given that a true and correct
copy of same was mailed to the Clerk, 68th District Court
of Dallas County, Texas for filing among the papers in this
cause.

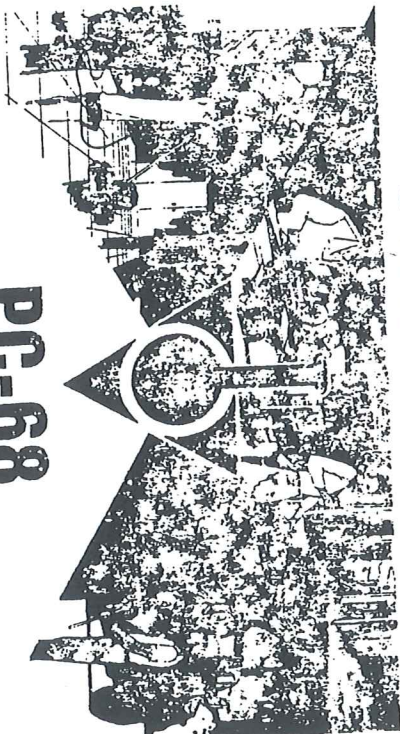
Tony Dirksmeyer
TONY DIRKSMAYER
Attorney for Defendant

ARROW

PC-68 PROTECTIVE COATING

FEATURES

"THE WET LOOK"
Protective Coating is the answer to better maintenance of trucks and equipment.
Protective Coating provides a tough, transparent film which prevents concrete from adhering to trucks and equipment and the small amount that does stick is easily removed. It is a sticky liquid product which will not yellow under extreme weather conditions. Surfaces treated with Protective Coating are buildable.
Additional gloss is desired after coating oil-coated surfaces.
A film of Protective Coating on the front of trucks and trailers will make the vehicle more visible to insects and road grime must be cleaned later. One coating will normally last from 4 to 6 week period.



PC-68 PROTECTIVE COATING

ARROW CHEMICAL CORP.
2811 S. Central Expressway
Dallas, Texas 75215

DALLAS • NEW YORK • LOS ANGELES • ST. LOUIS • CHICAGO • MIAMI • ATLANTA • OMAHA • ST. PAUL • LAS VEGAS • ALBUQUERQUE • PUERTO RICO

DIRECTIONS

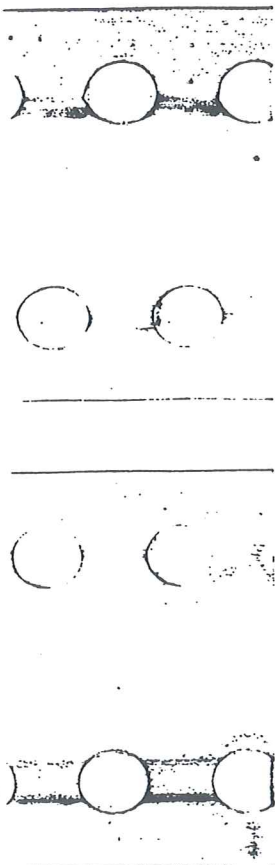
For initial application, clean surfaces first with Arrow Solv and CS-141. Allow to dry. Use a paint sprayer to apply the coating. The coating will dry in 10 to 20 minutes to a glossy finish. The film will not yellow with age or change the color of the truck.
To recast worn areas, simply clean with a mild detergent, or diluted solutions of Arrow Solv and reapply. No lap marks will show.
Before applying PC-68 to any painted surface be certain that the paint is thoroughly dried and cured. This normally takes from 4 to 6 weeks. If PC-68 is applied and the paint is not cured, it may possibly soften and take paint.

DANGER — FLAMMABLE

Do not use or store this product around or near an open flame. Store in a cool place.

CAUTION:
For Industrial Use Only
Keep Out of Reach of Children

ARROW CHEMICAL CORP.
2811 S. Central Expressway
Dallas, Texas 75215



THE MATSU CORPORATION

LETTER OF AGREEMENT

Whereas on this day, January 25th, 1989, The Matsu Corporation has entered into an agreement with Ricky White, Geneva Ruth White Galley, Roscoe Anthony White, Jr., and Andy Austin Burke, (hereinafter referred to as Ricky, et al), for the express purpose of creating a story centering around and about the life of Roscoe Anthony White, and any and all extenuating ramifications of his life, and subsequent to his death. Story, shall, for the purposes of this agreement shall be defined as any book, movie, magazine article, TV appearances, and anything that generates income from the story of Roscoe Anthony White prior to and subsequent to his death.

The Matsu Corporation hereby agrees to pay, on or before 29th of January, 1989 the following:

- 1) to Ricky White \$4,800.00
- 2) to Andy Burke \$5,200.00
- 3) to Geneva Ruth White Galley \$1.00
- 4) to Roscoe Anthony White, Jr. \$1.00

The Matsu Corporation further agrees to pay, on or before the 1st of the month for five successive months, the following:

- 1) to Ricky White \$2,880.00
- 2) to Andy Austin Burke \$3,120.00

The aforementioned payments shall be made in monthly installments, not to exceed \$30,000.00, unless by mutual agreement. It is understood and agreed that said remuneration shall be for the express purpose of pursuing, preparing, investigating, researching data pertinent to marketing the story of Roscoe Anthony White as heretofore defined, and it is understood that Ricky et al, shall be responsible for paying all expenses incurred while undertaking this endeavor, expenses shall include, but shall not be limited to travel expenses, meals, phone calls, lodging, office expense, vehicle expense, etc., unless otherwise mutually agreed.

The story as heretofore defined shall be the property of The Matsu Corporation, with all rights, and appurtenances accorded therewith, with the following understandings:

- 1) The Matsu Corporation shall have creative control over creation of the story, but shall be obliged to fully disclose all information pertaining to the story, prior to any and all decisions made relevant to the story and it's disposition to Ricky White and Andy Burke.
- 2) The Matsu Corporation is hereby authorized by the signature parties to expend up to a total of \$80,000.00 in direct expenses inclusive of the \$40,000.00 heretofore described, in the creation of said story, unless it is mutually agreed by between The Matsu Corporation and Ricky White and Andy Burke, that more may be expended.
- 3) It is further agreed that any and all income generated from the story shall be split 50% to The Matsu Corporation and 20% to Andy Austin Burke, 10% to Ricky White, 10% to Geneva Ruth White Galley, 10% to Roscoe Anthony White, Jr., until such time that The Matsu Corporation has received a payout of 8 to 1 on it's original investment of up to the \$80,000.00 as heretofore described.
- 4) Subsequent to the 8 to 1 payout, The Matsu Corporation shall receive 20% of any and all income generated from the story, Andy Burke 20%, Ricky White 20%, Geneva Ruth White Galley 20%, and Roscoe Anthony White, Jr. 20%.
- 5) It is understood, agreed and known that certain photographs, documents, memorabilia, etc., exist and are described in Attachments A, B, and C; and that other pertinent items, subsequently obtained, and specifically to include a locked box, currently in the possession of Merle White Rogers, in Dora Missouri, and it's contents, whether pertinent or not; shall be submitted as collateral, by Ricky et al to The Matsu Corporation to insure the 8 to 1 return on investment, heretofore described. It is further agreed that after The Matsu Corporation receives a 1 to 1 return on investment that it may not sell said collateral, without the express consent of Ricky White. After The Matsu Corporation receives its 8 to 1 return on investment all items heretofore described shall no longer be held as collateral and shall thereafter be the property of Ricky White, Geneva Ruth White Galley, and Roscoe Anthony White, Jr.,

shared equally, to do with as they please.
It is understood and that Ricky et al, may
from time to time need access to said
collateral, and shall be afforded same.

Ricky White, Andy Austin Burke, Geneva Ruth White Galley,
and Roscoe Anthony White, Jr. hereby state and warrant
that they have not contracted to sell said story to any
other person, or entity said story, nor will they.

The Matsu Corporation hereby reserves the right to declare
this contract null and void if it, it's corporate officers,
stockholders, contracted agents, or employees are threatened
by any entity, for incarceration, fines, or bodily harm;
by it's sole discretion.

This agreement may be executed in counterpart, and shall
be binding upon the parties and upon their heirs, suc-
cessors, representatives, and assigns.

Agreed and accepted to on the 25th day of January, 1989,
by the following:

ATTEST:

Angela K. Hines

Timothy P. Collier
The Matsu Corporation, By
Tim Collier, President

ATTEST:

Angela K. Hines

Ricky White
Ricky White

ATTEST:

Angela K. Hines

Andy Burke
Andy Austin Burke

ATTEST:

Geneva Ruth White Galley

ATTEST:

Roscoe Anthony White, Jr.